

**SPECIAL MEETING
AGENDA
Resource Conservation Commission
Chula Vista, California**

**Monday, November 5, 2012
3:30 pm**

**Executive Conference Room 103, Building 100
276 Fourth Avenue**

CALL TO ORDER

ROLL CALL: Commissioners Coleman, Flores, Kappes, Romo, Vargas, and Chair Rahimzadeh

MOTION TO EXCUSE: Commissioner Vargas will be out of town and requests an excused absence.

APPROVAL OF MINUTES: October 22, 2012

ORAL COMMUNICATIONS: An opportunity for members of the public to speak to the Resource Conservation Commission on any subject matter within the Commission's jurisdiction but not an item on today's agenda. Each speaker's presentation may not exceed three minutes.

ACTION ITEMS

1. Climate Change Progress Report (DRAFT) – Brendan Reed

Action: That the Resource Conservation Commission recommends that City Council accept the report.

2. Tire Enforcement Grant – Lynn France

Action: That the Resource Conservation Commission recommends that City Council authorize the submittal of the CalRecycle Waste Tire Enforcement grant application in partnership with the City of San Diego – Local Enforcement Agency, as the lead agency; and to execute on behalf of Chula Vista all necessary applications, contracts, payment requests, agreements and amendments for the purpose of securing the grant funds and implementing the purpose of the grant, through June 30, 2017.

INFORMATION ITEMS

1. RCC Tree Planting – Brendan Reed
2. SDG&E General Rate Case II Update – Brendan Reed
3. September 29th – Household hazardous waste event wrap up information – Manuel Medrano
4. Day without a Bag – Information update – Lynn France
5. Beautify Chula Vista – Information wrap up – Lynn France

MANAGER COMMENTS

COMMISSIONER COMMENTS

Update on the Bayfront Wildlife Advisory Group, Commissioner Coleman

CHAIR COMMENTS

FUTURE ITEMS

- ~~Climate Action Plan — October Progress Report~~
- ~~Community Savings Initiative (Phases 2 & 3)~~
- ~~Cool Paving Study~~
- Earth Hour City Challenge
- ~~Employee CLEAN Guide~~
- Environmental Resource Report (FY10-12)
- ~~Gray Water Stub-Out Ordinance~~
- Gray Water & Water Reuse Guide
- Green Business Challenge Awards
- ~~Landscape Water Runoff Prohibition~~
- Library Energy Lounges
- Municipal Solar Installations (Phase B)
- New Climate Mitigation Targets
- ~~Regional Climate Initiative — New Branding & Website~~
- Regional Energy Partnerships
- Revised Municipal "Green" Procurement Policy & Process
- ~~SDG&E General Rate Case II Update~~
- Streetlight Energy Efficiency Retrofits (Phase B)
- SunShot Solar Rooftop Initiative Results

ADJOURNMENT: To a regular meeting on Monday, December 10, 2012 in Executive Conference Room 103, Building 100 at 276 Fourth Avenue, Chula Vista CA 91910.

COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

The City of Chula Vista requests individuals who require special accommodations to access, attend, and/or participate in a City meeting, activity, or service, contact the City Council Office at (619) 691-5044 at least forty-eight hours in advance of the meeting.

**MINUTES OF A SPECIAL MEETING OF THE
RESOURCE CONSERVATION COMMISSION**

October 22, 2012

City of Chula Vista, Executive Conference Room 103
276 Fourth Avenue

MEETING CALLED TO ORDER: By Chair Rahimzadeh at 4:03 p.m.

ROLL CALL:

MEMBERS PRESENT: Commissioners Coleman, Flores, Kappes, Romo, and Chair Rahimzadeh

MEMBERS ABSENT: Commissioner Vargas

MOTION TO EXCUSE: Commissioner Vargas' request was approved.

STAFF PRESENT: Administrative Services Manager Beamon, Environmental Services Program Manager France, Sr. Civil Engineer Chopp, Building Official El-Khazen, and Sr. Secretary Fields

OTHERS PRESENT: None

APPROVAL OF MINUTES: The Minutes of September 10, 2012 were approved.

ORAL COMMUNICATIONS: None

ACTION ITEMS:

1. Cool Paving Study (DRAFT)

Sr. Civil Engineer Beth Chopp discussed the purpose of the report, went over solar energy measures reflected by various material surfaces, and talked about strategies for new paving materials. She displayed photos of a Green Alley Program in Chicago, which uses permeable concrete pavers that allow for drainage. Another photo showed a Grasspave Fire Lane/Gravelpave Parking Lot in Rancho Santa Fe that has a porous paving system, which uses a series of rings connected in a grid, with soil, grass, or gravel filling the void spaces within the grid. Chopp went on to discuss strategies the City has for existing pavements. She also talked about costs and benefits, and short and long term recommendations. She then responded to comments and questions from the board. One comment from the board suggested tying the Shade Tree Program in with the Cool Paving project.

Action: Commissioner Romo made a motion that the Resource Conservation Commission recommend that City Council accept the report. Commissioner Kappes seconded the motion. The motion passed unanimously.

INFORMATION ITEMS

1. Graywater Stub-Out Ordinance & Guidelines (DRAFT)

Building Official Lou El-Khazen went over the background of the clothes washer graywater stub-out project and the details of the proposed Ordinance. He discussed installation methods, cost factors, and some of the concerns of the water utility companies. The board followed with questions and comments.

MANAGERS COMMENTS

The Board agreed to move the November RCC meeting from November 12th to November 5th due to the City being closed November 12th for Veteran's Day. The time for this meeting was also moved from 4:00 pm to 3:30 pm.

COMMISSIONER COMMENTS

Commissioner Coleman gave an update on the Natural Resource Management Plan for the Bayfront.

CHAIR COMMENTS

None

ADJOURNMENT: The meeting was adjourned at 5:50 p.m. to a special meeting on Monday, November 5, 2012, at 3:30 pm in Executive Conference Room 103, Building 300, 276 Fourth Avenue, Chula Vista, CA 91910.

Prepared by:

Sheryl Fields
Sr. Secretary



CLIMATE ACTION PLAN

Implementation Progress Report

October 2012 (DRAFT)

SUMMARY

Since 2000, Chula Vista has been implementing a “Climate Action Plan” to address the threat of climate change to the local community. Over the past 3 years, this original plan has been revised to incorporate new climate mitigation (2008) and adaptation (2011) measures to strengthen the City’s climate action efforts and to facilitate the numerous community co-benefits such as utility savings, better air quality, reduced traffic congestion, local economic development, and improved quality of life. Based on available funding, staff has been implementing the 18 climate-related actions and their 57 associated components. To date, most of the components have been successfully completed, are being implemented on an ongoing basis, or are being actively pursued. Only three components remain on-hold due to funding shortages.

BACKGROUND

Since the early 1990s, Chula Vista has been engaged in multiple climate change forums including the United Nations Framework Convention on Climate Change, the ICLEI Cities for Climate Protection campaign, the California Climate Action Registry, and the U.S. Conference of Mayor’s Climate Protection Agreement and has committed to reduce its greenhouse gas (GHG) emissions 20% below 1990 levels. To accomplish this GHG reduction or climate “mitigation” goal, the City adopted a Carbon Dioxide (CO₂) Reduction Plan in 2000, which outlined steps for Chula Vista to reduce energy and fuel use at municipal facilities and throughout the community. In 2008, seven new climate mitigation measures were adopted by City Council to augment past efforts by improving energy and water efficiency, expanding renewable energy systems, converting to more fuel efficient and alternative fuel vehicles, and designing transit-friendly, walkable communities. To complement these climate mitigation actions, City Council adopted eleven strategies in May 2011 to reduce Chula Vista’s vulnerability to expected local climate change impacts (known as climate “adaptation”). These strategies addressed expected impacts such as hotter and drier weather, diminished imported water supplies, more poor air quality/heat wave days, more frequent wildfires, shifts in habitat and species distribution, and increased rates of sea level rise. By minimizing the risks associated with climate impacts now, future costs and public health concerns can be avoided and/or minimized.

IMPLEMENTATION PROGRESS

The following report outlines the implementation progress for the 7 climate mitigation measures and the 11 climate adaptation strategies. In addition to background information and next steps, staff has highlighted whether the implementation is:

Completed – All required implementation steps have been completed

Ongoing – All required initial steps have been completed, but component is still actively being implemented

In Progress – Implementation steps are still being developed and pursued based on the original implementation plan

On-Hold – Implementation has not proceeded due to a programmatic barrier (such as funding)

As directed by City Council, staff has been implementing the 18 climate-related actions and their 57 associated components based on available funding. Out of the 27 mitigation-related components, 75% and 22% have been successfully completed/ongoing or are still being actively pursued, respectively. Only the H Street Corridor Study (under Mitigation Measure #6) is currently “On-Hold” due to the dissolution of the City’s Redevelopment Agency. Out of the 30 adaptation-related components, 43% and 50% have been successfully completed/ongoing or are still being actively pursued, respectively. There are two components dealing with biological monitoring (under Adaptation Strategies #8 & #9) that remain “On-Hold.”

Staff continues to proactively seek new funding resources to support full implementation. Chula Vista submitted a \$3.1 million proposal to San Diego Gas & Electric (SDG&E) to continue and expand its Local Government Partnership, which will be considered by the California Public Utilities Commission in November. The City, in coordination with the California Statewide Communities Development Authority, successfully launched a voluntary Property-Assessed Clean Energy (PACE) program for commercial buildings in late September. PACE allows commercial property-owners in Chula Vista to easily finance energy efficiency, renewable energy, and water conservation improvements and repay the debt service through their biannual property tax payments. Finally, Chula Vista secured federal funding through the Department of Energy’s SunShot Initiative (as part of the “Southern California Rooftop Solar Challenge” proposal) to identify local barriers to solar photovoltaic installations. Over the next 6 months, staff will be pursuing a variety of new initiatives to more effectively facilitate rooftop solar installations such as a centralized “all things solar” webpage, revised solar array zoning guidance, and a community volunteer event to help low-income families receive free solar photovoltaic systems.

Since the last progress report, the City of Chula Vista, in partnership with the City of San Diego, County of San Diego, Port of San Diego, and San Diego Association of Governments (SANDAG), has officially launched the “San Diego Regional Climate Collaborative.” The Climate Collaborative, and its associated website (www.sdclimatecollaborative.org) and brand identity, will serve as a means to increase local, statewide, and national awareness of the San Diego region’s leadership in addressing climate change issues and promoting sustainable development. Finally, SANDAG and the California Center for Sustainable Energy completed an independent analysis of the City’s alternative fuel and transportation programs and policies. The resulting “Clean Transportation Energy Roadmap” will help Chula Vista implement a variety of sustainable transportation initiatives.

CLIMATE MITIGATION MEASURES

The following (7) measures are designed to reduce greenhouse gas or “carbon” emissions from municipal operations and the broader Chula Vista community. The measures complement one another as well as state and federal climate mitigation initiatives.

MITIGATION MEASURE #1 CLEAN VEHICLE REPLACEMENT POLICY FOR CITY FLEET

Overview

Measure #1 directs the City to require that 100% of the replacement vehicles purchased for the municipal fleet be high efficiency (hybrid) or alternative fuel vehicles (AFVs). However, factors such as the appropriateness for the vehicle task, fueling infrastructure, petroleum displacement, and the overall cost and environmental benefit must be considered prior to purchasing each replacement vehicle.

CLIMATE MITIGATION MEASURE #1: 100% City-Fleet Replacement with AFVs	#	COMPONENTS	STATUS	PROGRESS
	1	Design and construction of a 12,000-gallon biodiesel tank at PWC	Completed	City's 128 diesel-fueled vehicles (or 23% of the total fleet) has been converted to biodiesel.
	2	Replace City's fleet with AFVs or hybrids	Ongoing	Over 30% of City's total motorized fleet is now operating on alternative fuels or is using hybrid technology.

Next Steps

City vehicles will be replaced with hybrids or AFVs on an ongoing basis, as appropriate funding becomes available. For Fiscal Year 2013, two additional wastewater vehicles and four additional general Public Works vehicles will be replaced with either hybrid or alternative fuel technologies. Future alternative vehicle efforts will also be informed by the recent Clean Transportation Energy Roadmap completed by SANDAG and the California Center for Sustainable Energy on behalf of the City of Chula Vista.

MITIGATION MEASURE #2

CLEAN VEHICLE REPLACEMENT FOR CITY-CONTRACTED FLEETS

Overview

Measure #2 directs staff to work with fleets under City authority to influence their expanded use of alternative fuels and high efficiency/alternative fuel vehicles (AFV) including electric, biodiesel, ethanol, hybrid, hydrogen, and compressed natural gas (CNG) based on appropriateness for vehicle task, fueling infrastructure, petroleum displacement, overall cost, and environmental benefit.

CLIMATE MITIGATION MEASURE #2: 100% City-Contracted Clean Fleets	#	COMPONENTS	STATUS	PROGRESS
	1	Convert Chula Vista Transit to alternative fuels and/or high efficiency vehicles	Completed	100% of Chula Vista Transit fleet have been converted to AFV.
	2	Convert Solid Waste Hauler to alternative fuels and/or high efficiency vehicles	Completed	100% of Allied Waste fleet have been converted to AFV.
	3	Convert Street Sweeper to alternative fuels and/or high efficiency vehicles	In Progress	Staff is working with the currently contracted vendor to investigate more affordable AFV technologies.
	4	Convert City-contracted Tow Trucks to alternative fuels and/or high efficiency vehicles	In Progress	A new RFP for Tow Truck service, which includes hybrid/AFV requirements, has been finalized and is scheduled to be released in the near future.
	5	Open publicly-available CNG dispenser at PWC	Completed	The new public CNG fuel station has dispensed almost 44,100 gallons (equivalent) since October 2011.

Next Steps

The City continues to work with contractors and community partners to promote local alternative fuel use and infrastructure, which will be informed by the recent Clean Transportation Energy Roadmap completed by SANDAG and the California Center for Sustainable Energy. City staff is currently seeking full-service vendors to install, operate, and maintain a network of electric vehicle charging stations at City-owned facilities and parking lots. In addition, staff is investigating the expansion of electric vehicle car sharing programs into Chula Vista.

MITIGATION MEASURE #3 BUSINESS ENERGY EVALUATIONS

Overview

The measure, as revised by City Council, states that businesses with storefronts or offices need to participate in a no-cost energy and water evaluation of their premises when a new business license is issued or once every 3-5 years for a renewed business license. The measure helps businesses identify efficiency opportunities at their facilities, access rebates and financing for efficiency improvements, and lower their monthly utility costs. Businesses are not required to implement any of the identified energy or water efficiency opportunities and are not required to complete evaluations for facility areas beyond their operational control (ex. whole-building systems operated and maintained by a Property Manager/Landlord).

CLIMATE MITIGATION MEASURE #3: Business Energy Evaluations	#	COMPONENTS	STATUS	PROGRESS
	1	Develop ordinance integrating energy & water evaluations into business licensing process	Completed	CVMC Chapter 20 was revised to include the evaluations, known as the "Free Resource & Energy Business Evaluations" (FREBE) program.
	2	Complete onsite energy & water evaluations for businesses annually	Ongoing	In 2012, 662 on-site evaluations have been completed to identify utility cost saving opportunities.
	3	Link businesses, who are interested in pursuing efficiency improvements, to available rebates, incentives, & financing	Ongoing	Through the FREBE program, over 441 businesses (or 67% of 'completed' evaluations) received free water-saving aerators, smart power strips, HVAC maintenance, CFLs, or other efficiency upgrades in 2012.
	4	Report to City Council on collected fines from non-compliant businesses	Ongoing	In 2012, only 3 businesses (out of 1,298) have been non-compliant and will receive a \$15 fine on their 2013 license renewal.

Next Steps

San Diego Gas & Electric has approved funding continuance for the Free Resource & energy Business Evaluation program as part of the City's 2013-2014 Local Government Partnership. The Local Government Partnership will continue to provide critical funding and resources to assist local businesses in reducing their energy use and costs. Since its inception, the program continues to have approximately 94% of businesses (based on participant surveys) state that they would refer the FREBE program to another business.

MITIGATION MEASURE #4 GREEN BUILDING STANDARD

Overview

Measure #4 directed staff to adopt regulations mandating new and renovated residential and non-residential projects to incorporate early the requirements of the Housing and Community Development's California Green Building Standards Code (CalGreen) and to be more energy efficient than the 2008 Building Energy Efficiency Standards (Title 24) by a specific percentage. In addition, the measure directed staff to implement a green building awareness program and update/establish design and regulatory provisions that incorporate sustainable practices at a community-scale.

CLIMATE MITIGATION MEASURE #4: Green Building Standard	#	COMPONENTS	STATUS	PROGRESS
	1	Adopt a citywide Green Building Standard	Completed	In fall 2009, the City adopted the 2010 CA Green Building Standards Code early with local amendments. In fall 2011, a voluntary Green Building Plus program offering expedited permitting was launched.
	2	Adopt a citywide Enhanced Energy Efficiency Standard	Completed	In fall 2009, the City adopted an Enhanced Energy Efficiency Code. To date, 962 new residential and 16 new commercial units have complied with the new code.
	3	Launch a Green Building Awareness program for builders, permit applicants, & the general public	Ongoing	Through a federal grant, the City has identified ways to better facilitate and streamline rooftop solar photovoltaic permitting and zoning.
	4	Develop design guidelines for sustainable development	Completed	In 2011, the City incorporated sustainability criteria into its updated Air Quality Improvement Plan Guidelines and Design Manual for large and small-scale development, respectively.

Next Steps

City staff will be implementing a variety of "best practices" to help promote rooftop solar photovoltaic system permitting and zoning as part of the federally-funded Southern California Rooftop Solar Challenge. City staff will also be revising its Enhanced Energy Efficiency standard in 2014, as needed, when the new statewide Title-24 code is revised.

MITIGATION MEASURE #5

SOLAR & ENERGY EFFICIENCY CONVERSION PROGRAM

Overview

The "Solar & Energy Efficiency Conversion" program was recommended to help facilitate energy efficiency and renewable energy retrofits in the community and at municipal facilities. The community component, called the *Home Upgrade, Carbon Downgrade* program, is intended to help the average resident and small business overcome common institutional barriers, upfront capital costs, complicated application processes, and time constraints. The program also strives to promote local job creation and economic development by linking community participants with local contractors and vendors. Finally, Measure #5 included the implementation of a pre-wiring and pre-plumbing requirement for solar photovoltaic (PV) and solar hot water systems, respectively, in all new residential units.

CLIMATE MITIGATION MEASURE #5: Solar & Energy Efficiency Conversions	#	COMPONENTS	STATUS	PROGRESS
	1	Implement a Solar & Energy Efficiency Conversion program for the community	Ongoing	With federal stimulus funds, the City's <i>Home Upgrade, Carbon Downgrade</i> program has improved approximately 400,000 sf of residential space to lower energy use and costs.
	2	Upgrade municipal facilities with energy efficiency & solar energy technologies	Ongoing	With the recent completion of design work, staff hopes to secure financing to convert over 2,000 arterial streetlights to LED technology by December 2012.
	3	Link conversion program to local economic development	Ongoing	Through the <i>Home Upgrade, Carbon Downgrade</i> program, over \$3.9 million in sales have been generated at local appliance stores benefitting the Chula Vista economy.
	4	Adopt pre-wiring and pre-plumbing standards for solar pv & solar hot water, respectively	Completed	In 2009, the City adopted the "solar ready" ordinances. To date, 1,390 new residential units have complied with the new code.

Next Steps

The City included additional funding for its *Home Upgrade, Carbon Downgrade* program in its 2013-2014 SDG&E Local Government Partnership proposal. Potential program components include streamlined permitting, workforce training, and home energy ratings in order to further facilitate energy retrofits in the community. Within the next two months, City staff also plans to release a Request for Proposals to pursue a residential-focused Property Assessed Clean Energy (PACE) program to help finance home retrofits.

MITIGATION MEASURE #6 SMART GROWTH AROUND TROLLEY STATIONS

Overview

Measure #6 is intended to accomplish the remaining planning groundwork necessary to support realization of the “Smart Growth” development densities and intensities envisioned in both the General Plan and the Urban Core Specific Plan (UCSP). Specifically, the measure’s four components are focused on the areas surrounding the E Street, H Street, and Palomar Street trolley stations.

CLIMATE MITIGATION MEASURE #6: Smart Growth Around Trolley Stations	#	COMPONENTS	STATUS	PROGRESS
	1	Implementation of UCSP around E Street Trolley Station	In Progress	Staff is continuing to work with property owners and other interested parties towards project options for E Street parcels, and will apprise the City Council when viable prospects are identified.
	2	Initiate a H Street Corridor Study to better define redevelopment opportunities around the Trolley Station	On Hold	Due to the dissolution of redevelopment agencies statewide, the H Street Corridor Study is on-hold indefinitely until alternative funding sources are identified.
	3	Develop a specific plan for the Palomar Gateway area, including the Palomar Trolley Station	In Progress	City is currently working to complete the specific plan and its related environmental documents for City Council consideration in early 2013.
	4	Pursue trolley grade separation along the I-5 corridor	In Progress	In coordination with SANDAG and CalTrans, a consultant has been engaged to conduct a grade separation design study to be completed in December 2012.

Next Steps

The City will continue to pursue “Smart Growth” development surrounding Chula Vista’s three trolley stations. Specifically, staff will work with CalTrans and SANDAG to complete project design and to secure funding for trolley grade separation. In addition, the City will continue to pursue project options for the E St. Station area properties and to identify alternative funding opportunities for the H Street Corridor Study.

MITIGATION MEASURE #7 TURF LAWN CONVERSION PROGRAM

Overview

Because water movement and treatment requires a large amount of energy (leading to GHG emissions), Measure #7 helps residents and businesses replace turf lawn areas with "WaterSmart" landscaping. Specifically, the program's components include (1) continuation and expansion of the NatureScape program to promote water conserving and nature-friendly landscaping, (2) coupling of residential and business turf lawn replacement with the solar and energy efficiency conversion program (Measure #5), (3) converting select municipal facilities to low water use plantings and irrigation, and (4) updating various municipal landscape regulations and guidelines to comply with new state requirements and further promote outdoor water use efficiency.

CLIMATE MITIGATION MEASURE #7: Turf Lawn Conversion	#	COMPONENTS	STATUS	PROGRESS
	1	Expand the NatureScape outreach program	Ongoing	Through the program, over 80 residents have attended "NatureScape-In-A-Box" workshops contributing to the City's 430 total certified "Backyard Wildlife Habitats."
	2	Include turf lawn replacement in <i>Home Upgrade, Carbon Downgrade</i> program (Measure #5)	In Progress	While current federal funding for the <i>Home Upgrade, Carbon Downgrade</i> program can not be used for turf conversions, staff is pursuing residential PACE financing to support the effort.
	3	Convert municipal facilities to low water use plantings & irrigation	Ongoing	The City has initiated turf replacement projects at both Energy Upgrade Demonstration Homes on Ash Avenue and Fig Avenue.
	4	Update landscaping ordinances to emphasize water use efficiency	Completed	In 2010, a revised Landscape Water Conservation Ordinance was approved by City Council that creates a water budget for new or renovated landscapes and promotes water-efficient design.

Next Steps

City staff continues to pursue funding sources to support turf conversions. For municipal facilities, staff is working to develop a resource reinvestment fund, in which a portion of utility savings from energy and water retrofit projects can be reinvested in similar projects. In the community, City staff plans to release a Request for Proposals to pursue a residential-focused Property Assessed Clean Energy (PACE) program to help finance turf retrofits.

CLIMATE ADAPTATION STRATEGIES

The following (11) strategies are designed to reduce Chula Vista's future risks and costs from expected climate change impacts such as sea level rise, more frequent wildfires and extreme heat days, and increased stress on energy and water supplies. The measures complement one another as well as state and federal climate adaptation initiatives.

ADAPTATION STRATEGY #1 COOL PAVING

Overview

To address climate change impacts related to the urban heat island effect (hotter ambient air temperatures), Strategy #1 is intended to incorporate reflective (or "cool paving") into all municipal projects (parking lots and streets) and new private parking lot projects over a specific size. Cool pavements refer to a range of established and emerging paving materials, which store less heat and have lower surface temperatures compared with conventional products. Specifically, the strategy's components include performing a comprehensive study to evaluate and test multiple reflective pavement technologies and developing options (based on the study's results) for incorporating cool pavement technologies into municipal standards.

CLIMATE ADAPTATION Strategy #1: Cool Paving	#	COMPONENTS	STATUS	PROGRESS
	1	Conduct a "cool paving" study to evaluate options	Completed	A final Cool Pavement Report has been completed by external consultants and presented to City Council.
	2	Develop standards for incorporating "cool paving" into municipal and development projects	In Progress	Dependent on the outcome of component #1, staff will present recommendations to City Council for consideration.

Next Steps

Although Chula Vista was not successful in securing grant funding for a cool paving demonstration site at Greg Rogers Park, the City will continue to pursue possible funding sources. The City will also be piloting some modifications to existing pavement treatments to improve their "coolness" as recommended in the recently-completed Cool Pavement Report. Staff plans to return to City Council in the next 2 years with a formal policy for consideration.

ADAPTATION STRATEGY #2 SHADE TREES

Overview

To address climate change impacts related to the urban heat island effect and energy demand, Strategy #2 is intended to incorporate shade trees into all municipal improvement projects and all private development parking lot projects. Shade trees contributing to a robust urban forest act as a natural cooling mechanism for urban areas. In addition, canopy-forming trees help reduce storm water runoff, provide habitat for wildlife, and increase property values. Specifically, the strategy's components include (1) developing a shade tree policy for future City Council consideration, (2) amending the Municipal Landscape Manual to be consistent with the new policy, and (3) ensuring that the recently-updated Design Manual is consistent with the new policy.

CLIMATE ADAPTATION Strategy #2: Shade Trees	#	COMPONENTS	STATUS	PROGRESS
	1	Develop a formal shade tree policy	Completed	A new City Council policy promoting the use of shade trees along streets and within municipal and private parking lots was approved in May 2012.
	2	Amend the Municipal Landscape Manual to be consistent with the new shade tree policy	In Progress	Based on the outcome of component #1, the Municipal Landscape Manual will be revised, as appropriate.
	3	Ensure that the Design Manual is consistent with the new shade tree policy	Completed	As part of the new Council-approved Design Manual, new development projects must incorporate shade trees and provide at least 50% shade coverage for paved areas.

Next Steps

Since a formal Shade Tree policy has now been adopted by City Council, staff expects to complete complementary updates to the Municipal Landscape Manual by spring 2014, as part of a more comprehensive revision process.

ADAPTATION STRATEGY #3 COOL ROOFS

Overview

Strategy #3 is intended to address climate change impacts related to the urban heat island effect and energy demand by promoting "cool roofs." Cool roofs, which are made of highly reflective and emissive material, can remain approximately 50 to 60°F cooler compared to traditional materials, thus helping to lower ambient temperatures inside and outside of buildings. This creates a more comfortable and healthy environment for building occupants and reduces energy use for air-conditioning. To accomplish Strategy #3, City staff will further evaluate cool roofing options and propose amendments to the municipal building codes for City Council consideration.

	#	COMPONENTS	STATUS	PROGRESS
CLIMATE ADAPTATION Strategy #3: Cool Roofs	1	Conduct a "cool roof" study to evaluate options	Completed	With the assistance of SDG&E, staff has completed a cost-benefit analysis of cool roof options, which was used to inform proposed building code revisions (component #2).
	2	Develop standards for incorporating "cool roofs" into building codes	Completed	Since City Council adoption in March 2012, the City has issued 17 new residential building permits that need to meet the new standards.

Next Steps

The City will continue to implement its new cool roof requirements under the City's broader green building standards. Local amendments to building codes expire when new California building codes take effect. As such, staff will evaluate the 2013 California Green Building Standards Code and propose local amendments for City Council consideration prior to the new statewide standards beginning in January 1, 2014.

ADAPTATION STRATEGY #4 LOCAL WATER SUPPLY & REUSE

Overview

Expected climate change impacts could limit imported water availability, increase utility costs for residents and businesses, and lead to higher demand for local water sources. As such, Strategy #4 is intended to educate the community about the benefits and appropriate uses of local water supplies and further integrate recycled water/onsite water reuse systems into new development. Specifically, components include (1) evaluating municipal building code options to incorporate single-source graywater “stub-outs” in new residential buildings and indoor recycled water in new commercial buildings, (2) developing an educational guide about proper graywater use, (3) creating an incentive (using external funding sources) to promote onsite water reuse, and (4) updating the City’s water-related plans to reference and promote recycled water and onsite water reuse systems.

CLIMATE ADAPTATION Strategy #4: Local Water Supply & Reuse	#	COMPONENTS	STATUS	PROGRESS
	1	Develop standards for incorporating graywater stub-outs (residential) and indoor recycled water use (commercial)	In Progress	Staff has begun to present a draft graywater stub-out ordinance to the Development Services Oversight Committee, the Board of Appeals & Advisors, and the Resource Conservation Commission.
	2	Develop a graywater educational guide to help ensure proper use	In Progress	Based on the outcome of component #1, an educational guide will be created to promote the proper use of graywater and other onsite water reuse options (such as rain harvesting).
	3	Create an onsite water reuse incentive program	In Progress	A framework for an onsite water reuse incentive program has been developed and is being used to solicit external funding sources for support.
	4	Update water-related municipal guidelines & plans to promote graywater	In Progress	Based on the outcome of component #1, municipal guidelines will be updated to be consistent with new graywater and other water reuse policies.

Next Steps

Staff expects to present a graywater stub-out ordinance and related installation guidelines to City Council for consideration by January 2013. Because indoor use of recycled water is a more complex issue, a draft standard for commercial buildings will be pursued after a stub-out standard is finalized.

ADAPTATION STRATEGY #5 STORM WATER POLLUTION PREVENTION & REUSE

Overview

Climate change will likely alter regional precipitation patterns, thus altering water runoff and sediment movement flows through local watersheds. Because of urbanization and its associated activities, pollutants are discharged with these flows into the City's storm drainage systems, creeks, rivers, San Diego Bay, and the ocean and reduce the beneficial uses of these water bodies for the Chula Vista community. Strategy #5 is intended to revise the City's storm water regulations and applicable municipal codes to efficiently manage higher concentrations of pollutants in urban runoff by minimizing water waste, using natural landscapes to help drain or reuse runoff, and by ensuring that irrigations systems are properly installed and maintained.

CLIMATE ADAPTATION Strategy #5: Storm Water Pollution Prevention & Reuse	#	COMPONENTS	STATUS	PROGRESS
	1	Develop revisions to the municipal code to prohibit excessive landscape over-irrigation resulting in urban runoff	In Progress	Draft code revisions were recommended for approval by the Resource Conservation Commission at their August 13, 2012 meeting.
	2	Encourage the beneficial reuse of pipe flushing water at construction sites	In Progress	After extensive research, a guidance brochure is currently in development and is expected to be completed by December 2012.
	3	Develop incentives promoting Low Impact Development (LID) design concepts	In Progress	Draft non-monetary incentives to incorporate LID features into development projects are being created for City Council consideration by February 2013.
	4	Conduct a feasibility study for the beneficial reuse of dry weather flow sources	In Progress	Potential external funding sources for a dry-weather water reuse project at Hilltop Park (or similar type projects) are being explored.

Next Steps

City staff expects that the landscape water runoff code revisions will be presented to City Council for review and consideration by November 2012. For component #4, staff will further develop the Hilltop Park Storm Water Reuse Project and seek funding support, as appropriate.

**ADAPTATION STRATEGIES #6 & #7
EDUCATION & WILDFIRES
EXTREME HEAT PLANS**

Overview

The frequency and intensity of wildfires and extreme heat events is expected to increase due to local climate change impacts. These events could lead to greater public safety (loss of life and property) and health concerns (poor air quality and infectious disease transmittal). The strategies are designed to educate the general public and the business community about the impacts of climate change using existing City and community partner outreach mechanisms with a special emphasis on making homes more resilient to wildfires, incorporating poor air quality day notifications, and educating businesses about employee heat illness risks. In addition, extreme heat events will be added as a significant emergency to the City's public safety plans with a special emphasis on serving vulnerable populations and supporting a robust network of energy-secured "Cooling Centers."

CLIMATE ADAPTATION Strategy #6: Education & Wildfires Strategy #7: Extreme Heat Plans	#	COMPONENTS	STATUS	PROGRESS
	1	Expand community wildfire education	Ongoing	The City launched its new "Ready, Set, GO!" campaign, which is a comprehensive outreach program designed to promote wildfire prevention & preparedness.
	2	Revise emergency plans to include extreme heat events	In Progress	The City will be revising its Emergency Operations Plan by October 2012 and its section of the Multi-Jurisdictional Hazard Mitigation Plan in 2015, as appropriate.
	3	Establish a procedure for notifying the community about poor air quality & extreme heat days	Completed	City staff now receives and forwards air quality notifications from the San Diego County Air Pollution Control District through the City's Nixle community messaging system.

Next Steps

City staff will continue to implement its community education and notification programs related to wildfires and extreme heat days. Staff has begun the revision process for the Emergency Operations Plan and expects to finalize the plan in October 2012. The Multi-Jurisdictional Hazard Mitigation Plan will be revised to include extreme heat events, as part of its regularly-scheduled update in 2 years.

ADAPTATION STRATEGY #8 OPEN SPACE MANAGEMENT

Overview

Chula Vista's open space areas include landscaped areas within developments, parks and recreation areas, and open space that has been set aside as a preserve for sensitive biological resources. In order to assess and reduce impacts associated with climate change on parks and open space and their associated ecosystems, Strategy #8 is intended to seek opportunities for the City to partner with the Resource Agencies, non-profit organizations, and/or adjacent public land managers to monitor and manage/restore ecosystems to ensure long-term habitat connectivity, species resilience, and community recreational opportunities.

CLIMATE ADAPTATION Strategy #8: Open Space Management	#	COMPONENTS	STATUS	PROGRESS
	1	Integrate climate change-related biological monitoring into Otay Ranch Preserve's Management Plan & Annual Work Plans	On-Hold	Staff has included climate change-related monitoring into the FY2013 Work Plan, but funding for Management Plan amendments & implementation is still being pursued.
	2	Update the Otay Valley Regional Park (OVRP) Concept Plan to incorporate climate-resilient design & educational guidelines	In Progress	The City will be notified by the end of fall 2012 about its grant proposal to further develop park trails (east of 805), which will integrate climate-resilient design and educational concepts.
	3	Convert landscaped areas in open space districts to water-saving plants, mulch, & irrigation systems	Ongoing	Two open space slopes (260,000 sf total) in the East Lake Woods area were recently re-landscaped with drought tolerant plants and efficient irrigation systems.

Next Steps

If the OVRP is awarded the park trails grant, the City and its partners will implement the project's design and environmental review work over the next 12 months. Staff will also continue coordinating with its regional partners to finalize the proposed Concept Plan amendments, which integrate climate change impacts and vulnerabilities, by spring 2013.

ADAPTATION STRATEGY #9 WETLANDS PRESERVATION

Overview

Expected local climate change impacts include precipitation variability and sea level rise that will stress riparian wetlands and estuarine wetlands, respectively. As a result, the locations where the temperature, moisture, and other environmental conditions are suitable for wetlands and their associated species will shift. In order to reduce these impacts, Strategy #9 is intended to ensure that, when preserving or restoring coastal and riparian wetland, the City take steps to incorporate adequate upland or transition habitats to accommodate shifts in wetlands coverage and help ensure public access due to sea level rise and other climate change impacts. Specifically, components include (1) evaluating the feasibility of monitoring local wetlands species ranges and abundances in response to climate change impacts, (2) incorporate wetlands "migration" in habitat management and restoration design criteria in the future Bayfront Natural Resources Management Plan (NRMP), and (3) revise the OVRP Habitat Restoration Plan and Non-native Plant Removal Guidelines to include strategies for climate change adaptation issues.

CLIMATE ADAPTATION Strategy #9: Wetlands Preservation	#	COMPONENTS	STATUS	PROGRESS
	1	Evaluate potential to monitor local wetlands' biological health to assess climate change impacts	On-Hold	Staff, in coordination with its partners, is seeking funding to support biological wetlands monitoring.
	2	Incorporate climate change & sea level rise concepts in Bayfront NRMP	In Progress	Staff has begun preliminary work on the NRMP with the Bayfront Wildlife Advisory Group, who has identified climate Change and sea level rise as critical components to the planning process.
	3	Amend OVRP Habitat Restoration & Non-Native Plant Removal Plans to promote climate resiliency	In Progress	City has begun discussions with partners on proposed OVRP plans' amendments.

Next Steps

Staff will continue to work with the Port of San Diego and the Bayfront Wildlife Advisory Group to include climate change-related issues into the NRMP development process. The City will also continue working with its OVRP partners in order to finalize the proposed climate change-related amendments to the Habitat Restoration Plan and Non-Native Plant Removal Plan by spring 2013.

ADAPTATION STRATEGY #10 SEA LEVEL RISE & LAND DEVELOPMENT CODES

Overview

Over the next 40 years, sea level rise rates are expected to increase with local sea levels 12 to 18 inches higher than their current levels. Higher sea levels can result in increased erosion, more frequent flooding and property damage, loss of wetland habitats, and fewer waterfront public access options. As such, Strategy #10 directs the City to amend its land development codes and CEQA guidelines to incorporate climate change-related sea level rise into future development and municipal infrastructure projects' design and review. Specifically, the components include (1) revising the grading ordinance to consider a project's vulnerability to future sea level rise and flooding events, (2) modifying the Subdivision Manual to ensure that storm water/drainage infrastructure can address future sea level rise and flooding impacts, and (3) ensuring that environmental review and CEQA procedures are consistent with these changes.

CLIMATE ADAPTATION Strategy #10: Sea Level Rise & Land Development Codes	#	COMPONENTS	STATUS	PROGRESS
	1	Revise the grading ordinance to address increased rates of sea level rise	Completed	An ordinance revising Municipal Code 15.04 was adopted by City Council to address coastal development and sea level rise concerns.
	2	Modify Subdivision Manual to ensure proper drainage with higher sea levels	Completed	In March 2012, City Council approved revisions to the Subdivision Manual, which require 16" of sea level rise to be used for evaluating projects within tidally influenced areas.
	3	Ensure CEQA review procedures are consistent with new sea level-related land development guidelines	Completed	The new sea level rise requirements (components #1 & #2) have been incorporated into the environmental document preparation process.

Next Steps

At this time, the Governor's Office of Planning and Research (OPR) has not provided additional guidance on sea level rise issues under CEQA. However, OPR expects to begin updating the statewide CEQA Guidelines for sea level rise impacts next year. As such, City staff will continue to monitor the development of statewide CEQA Guidelines to ensure that Chula Vista is consistent with any new requirements.

ADAPTATION STRATEGY #11 GREEN ECONOMY

Overview

Climate change impacts create new issues that local communities and, in particular, businesses need to address and prepare for in order to reduce future risks and costs. These issues can include higher insurance premiums due to greater flooding or wildfire risks, more expensive utility costs due to higher energy and water demand, and lower productivity due to more employee sick days from frequent extreme heat and poor air quality days. As such, Strategy #11 is designed to provide assistance and non-monetary incentives to help businesses manage climate change risks and to attract businesses that provide "green" products or services into Chula Vista. Specifically, the components include (1) revising the municipal purchasing policy to more robustly promote the procurement of "green" products and services, especially from local Chula Vista businesses, (2) revising existing business outreach programs to include recommendations on how they can reduce future climate change risks, and (3) continuing the recruitment and retention of "green" businesses and manufacturers in Chula Vista.

CLIMATE ADAPTATION Strategy #11: Green Economy	#	COMPONENTS	STATUS	PROGRESS
	1	Revise "green" procurement policy & process	In Progress	Training sessions on "green" products and procurement were held for purchasing liaisons in each department.
	2	Modify business outreach programs to include information on reducing climate change risks	Completed	Both the CLEAN Business and FREBE checklists have been updated to include info on business-related climate adaptation strategies.
	3	Continue recruiting & retaining "green" businesses	Ongoing	Over 140 Chula Vista businesses have been recognized through the CLEAN Business program in partnership with the Chamber of Commerce and Third Ave Village Association.

Next Steps

In January 2013, the City's solicitation for a new office supply vendor will include requirements for the availability of "green" products. In addition, the Economic Development Division will be completing by January 2013 a business recruitment study, which includes an analysis of how to better attract and retain clean technology-oriented companies.



MEMO

Public Works Department

DATE: October 24, 2012

TO: Resource Conservation Commissioners

FROM: Lynn France, Environmental Services Program Manager

SUBJECT: CalRecycle Waste Tire Enforcement Grant Application Recommendation Request

California is faced with the significant challenge of diverting or safely managing more than 40.2 million reusable or waste tires generated each year. It is estimated that 1.5 million waste tires have been illegally dumped or stockpiled. These stockpiles pose a potential threat to public health, safety and the environment.

In 1990 the California Legislature enacted comprehensive requirements for the storage and disposal of waste tires. CalRecycle was charged with responsibility for tire pile stabilization and remediation where public health and safety and the environment may be at risk. Consequently, CalRecycle adopted regulations to establish and enforce waste tire storage and handling standards. Public Resources Code 42961.5 required CalRecycle to develop a "California Uniform Waste and Used Tire Manifest" system. Its purpose is to provide accountability for monitoring the movement of waste and used tires loads generated and transported within California have been accounted for and delivered to permitted end use facilities. Discrepancies are actively investigated and if necessary regulations are strictly enforced. The maximum civil penalties for violations of the waste tire handling and manifesting requirements is \$25,000 per violation per day as described in Public Resources Code Section 42962, and administrative penalties are \$5,000 per violation per day.

CalRecycle has delegated the responsibility for the administration of the enforcement compliance and surveillance activities at the waste tire facilities to local solid waste enforcement agencies. The central objective of facility, site and hauler inspections is to achieve compliance through oversight and education to the greatest extent possible and to provide accurate information for entry into statewide database. Inspections may be performed by CalRecycle staff or by waste tire enforcement grantees.

To ensure a stable source of funding for these activities, CalRecycle provides a non-competitive Waste Tire Enforcement Grant Program. Each year there is approximately six million dollars available for the grant program. Eligible applicants may request up to a total of \$300,000. To be eligible for grant money the application must have 50 or more waste tire sites in its jurisdiction and must be one of the following:

1. A local Enforcement Agency
2. An Environmental Health Agency
3. A Code Enforcement Agency

The City of San Diego Local Enforcement Agency has been operating a Waste Tire Enforcement program for some time and since the cities of Chula Vista, National City and Imperial Beach do not meet all the eligibility requirements to apply for the funding on their own, the City of San Diego invited the South Bay jurisdictions to partner with San Diego for this round of grant funding. The City of San Diego Local Enforcement Agency staff performs the initial inspections and follow-up inspections for all waste tire facilities and sites and will include the facilities and sites located within the partner jurisdictions. If there were a non-compliance issue Enforcement Staff would notify the City and CalRecycle with enforcement activities pursued at the state level.

Environmental Services is requesting the Resource Conservation Commission's recommendation to City Council to authorize the submittal of the CalRecycle Waste Tire Enforcement grant application in partnership with the City of San Diego – Local Enforcement Agency, as the lead agency; and to execute on behalf of Chula Vista all necessary applications, contracts, payment requests, agreements and amendments for the purpose of securing the grant funds and implementing the purpose of the grant, through June 30, 2017.

EXHIBIT A

TERMS AND CONDITIONS

Local Government Waste Tire Enforcement Grant Program Fiscal Year 2012/13

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Executive Director" means the Executive Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the Grantee for this Grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Local Government Waste Tire Enforcement Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

1. ACKNOWLEDGEMENTS

The Grantee shall acknowledge CalRecycle's support each time projects funded, in whole or in part, by this Agreement are publicized in any medium, including, but not limited to, news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from the prescribed language on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan. If, subsequent to this Agreement, CalRecycle adopts updated or new logos or language (language), the Grant Manager may require the Grantee to include this language in newly printed or generated materials.

2. ADVERTISING/ PUBLIC EDUCATION

The Grantee shall submit copies of all draft public education or advertising materials to the Grant Manager for review and approval prior to the Grantee's production of materials. Unless omission of the following copyright designation is pre-approved in writing by the Grant Manager, all public education and advertising materials shall state: "© {year of creation} by the California Department of Resources Recycling and Recovery (CalRecycle). All rights reserved. This publication, or parts thereof, may not be reproduced without permission from CalRecycle."

3. AIR OR WATER POLLUTION VIOLATION

Under the State laws, the Grantee shall not be:

- a. In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- b. Subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- c. Finally determined to be in violation of provisions of federal law relating to air or water pollution.

4. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on

	<p>any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.</p>
5. AMERICANS WITH DISABILITIES ACT	<p>The Grantee assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)</p>
6. ASSIGNMENT, SUCCESSORS AND ASSIGNS	<p>a. This Agreement may not be assigned by the Grantee, either in whole or in part, without CalRecycle's prior written consent.</p> <p>b. The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the Grantee, and their respective successors and assigns.</p>
7. AUDIT/RECORDS ACCESS	<p>The Grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.</p> <p><i>[You may find it helpful to share the Terms and Conditions and Procedures and Requirements with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]</i></p>
8. AUTHORIZED REPRESENTATIVE	<p>The Grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The Grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.</p>
9. AVAILABILITY OF FUNDS	<p>CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.</p>
10. BANKRUPTCY/ DECLARATION OF FISCAL EMERGENCY NOTIFICATION	<p>If the Grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code or declares a fiscal emergency at any time during the Grant Performance Period, the Grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.</p>
11. CHILD SUPPORT COMPLIANCE ACT	<p>For any agreement in excess of \$100,000, the Grantee acknowledges that:</p> <p>a. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and</p>

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- b. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
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12. COMMUNICATIONS

All communications from the Grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by E-mail, letter, or FAX to the Grant Manager as identified in Exhibit B—Procedures and Requirements. If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the E-mail or FAX.

13. COMPLIANCE

The Grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The Grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The Grantee shall maintain compliance with such requirements throughout the grant period. The Grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. Any deviation from the requirements of this section shall result in non-payment of grant funds.

With each Payment Request (CalRecycle 87), the Grantee's signature authority shall submit an updated General Checklist of Permits, Licenses, and Filings (CalRecycle 669), if applicable. The General of Permits, Licenses, and Filings (CalRecycle 669) is available at: <http://www.calrecycle.ca.gov/Grants/Forms>.

**14. CONDITION
SUBSEQUENT**

After the Grant Agreement has been executed by both parties, the Grant will be subject to the following condition: The Grantee agrees not to file for protection under Chapter 9 of the U.S Bankruptcy Code or to declare a fiscal emergency any time within the Grant Performance Period.

15. CONFLICT OF INTEREST

The Grantee needs to be aware of the following provisions regarding current or former state employees. If the Grantee has any questions on the status of any person rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Public Contracts Code (PCC) § 10410):

- a. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the Grantee violates any provisions of above paragraphs, such action by the

Grantee shall render this Agreement void. (PCC § 10420).

**16. CONTRACTORS/
SUBCONTRACTORS**

The Grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the Grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the Grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of Grantee, and no agreement with contractors or subcontractors shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the Grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

**17. COPYRIGHTS AND
TRADEMARKS**

- a. To the extent the Grantee shall have the legal right to do so, Grantee shall assign to CalRecycle any and all rights, title, and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement, but which originated from previously copyrighted or trademarked material. With respect to all other copyrightable and trademarkable materials, CalRecycle shall retain any and all rights, title and interests to any copyrightable material or trademarkable material created or developed in whole or in any part as a result of this Agreement. These rights, both assigned and retained, shall include the right to register for copyright or trademark of such materials. Grantee shall require that its contractors and subcontractors agree that all such materials shall be the property of CalRecycle. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images or other materials owned, copyrighted or trademarked by third parties and for assigning such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section. Copies of any licenses, permissions, releases or authorizations obtained pursuant for the use of text, images or other materials owned, copyrighted or trademarked by third parties shall be provided to the Grant Manager. Under unusual and very limited circumstances, where to do so would not conflict with the rights of CalRecycle and would serve the public interest, upon written request by the Grantee, CalRecycle may give, at the Executive Director's sole discretion, written consent to the Grantee to retain all or any part of the ownership of these rights.
 - b. CalRecycle hereby grants to the Grantee a royalty-free, nonexclusive, nontransferable world-wide license to reproduce, translate, and distribute copies of the copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the Grantee's behalf. This license is limited to the copyrightable materials produced pursuant to this Agreement and does not extend to any materials capable of being trademarked. The following shall appear on all intellectual property used by Contractor pursuant to this license, solely for the purpose of protecting CalRecycle's intellectual property rights therein: "© {year of creation} by the Department of Resources Recycling and Recovery
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(CalRecycle). Used pursuant to license granted by CalRecycle. All rights reserved. This publication, or parts thereof, may not be reproduced without permission."

**18. CORPORATION
QUALIFIED DOING
BUSINESS IN
CALIFORNIA**

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

**19. DISCLAIMER OF
WARRANTY**

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

**20. DISCRETIONARY
TERMINATION**

The Executive Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon thirty (30) days written notice to the Grantee. Within forty-five (45) days of receipt of written notice, Grantee is required to:

- a. Submit a final written report describing all work performed by the Grantee;
 - b. Submit an accounting of all grant funds expended up to and including the date of termination; and,
 - c. Reimburse CalRecycle for any unspent funds.
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21. DISPUTES

Unless otherwise instructed by the Grant Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

**22. DRUG-FREE
WORKPLACE
CERTIFICATION**

The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
 - b. Establish a drug-free awareness program to inform employees about all of the following: (1) the dangers of drug abuse in the workplace, (2) the Grantee's policy of maintaining a drug-free workplace, (3) any available counseling, rehabilitation, and employee assistance programs, and (4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Require that each employee who works on the grant: (1) receive a copy of the drug-free policy statement of the Grantee, and (2) agrees to abide by the terms of such statement as a condition of employment on the grant.
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**23. EFFECTIVENESS OF
AGREEMENT**

This Agreement is of no force or effect until signed by both parties.

24. ENTIRE AGREEMENT	This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire Agreement of the parties.
25. ENVIRONMENTAL JUSTICE	In the performance of this Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the State.
26. EXPATRIATE CORPORATIONS	The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California, that the Grantee is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
27. FAILURE TO PERFORM AS REQUIRED BY THIS AGREEMENT	<p>CalRecycle will benefit from the Grantee's full compliance with the terms of this Agreement only by the Grantee's:</p> <ul style="list-style-type: none"> a. Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes; or b. Cleanup of the environment; or c. Enforcement of solid waste statutes and regulations, as applicable. <p>Therefore, the Grantee shall be in compliance with this Agreement only if the work it performs results in:</p> <ul style="list-style-type: none"> a. Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste; or b. The cleanup of the environment; or c. The enforcement of solid waste statutes and regulations, as applicable. <p>If the Grant Manager determines that the Grantee has not complied with the Grant Agreement, the Grantee may forfeit the right to reimbursement any grant funds not already paid by CalRecycle, including, but not limited to, the ten percent (10%) withhold.</p>
28. FORCE MAJEURE	Neither CalRecycle nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
29. FORFEIT OF GRANT FUNDS/REPAYMENT OF FUNDS IMPROPERLY EXPENDED	If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Executive Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to CalRecycle any funds improperly expended.
30. GENERALLY ACCEPTED ACCOUNTING PRINCIPLES	The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

31. GRANT MANAGER'S AUTHORITY	The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).
32. GRANTEE ACCOUNTABILITY	The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the Grantee is responsible for repayment of the funds to CalRecycle.
33. GRANTEE'S INDEMNIFICATION AND DEFENSE OF THE STATE	The Grantee agrees to indemnify, defend and save harmless the State and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee as a result of the performance of this Agreement.
34. GRANTEE'S NAME CHANGE	A written amendment is required to change the Grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.
35. IN CASE OF EMERGENCY	In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the Grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The Grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the Grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.
36. NATIONAL LABORRELATIONS BOARD CERTIFICATION	The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a federal court which orders the Grantee to comply with an order of the National Labor Relations Board. (Not applicable to public entities.)
37. NO AGENCY RELATIONSHIP CREATED/ INDEPENDENT CAPACITY	The Grantee and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.
38. NO WAIVER OF RIGHTS	CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right

otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and Grantee, shall constitute a waiver of any of CalRecycle's rights or of any of Grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

**39. NON-DISCRIMINATION
CLAUSE**

- a. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code §§ 12900 et seq.
 - b. The person signing this Agreement on behalf of the Grantee certifies under penalty of perjury under the laws of California that the Grantee has, unless exempted, complied with the nondiscrimination program requirements (Government Code § 12990(a-f)) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)
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**40. ORDER OF
PRECEDENCE**

The performance of this grant shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements/Project Summary, Work Plan/Implementation Schedule, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). CalRecycle's Grant Application and Grant Application Guidelines and Instructions (collectively referred to as "Grant Application Package") and the Grantee's CalRecycle-approved Application (Grantee's Application) are hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements/Project Summary
- d. Grant Application Package
- e. Work Plan/Implementation Schedule and Budget, if applicable
- f. Grantee's Application

All other attachments hereto, including any that are incorporated by reference.

**41. OWNERSHIP OF
DRAWINGS, PLANS,
AND SPECIFICATIONS**

The State shall have separate and independent ownership of all drawings, design plans, specifications, notebooks, tracings, photographs, negatives, reports, findings, recommendations, data, software, and memoranda of every description or any part thereof, paid for in whole or in any part with grant funds. Copies thereof shall be delivered to CalRecycle upon request. Grantee agrees, and shall require that its contractors, subcontractors, and vendors agree, that the State shall have the full right to use said copies in any manner when and where it may determine without any claim to additional compensation.

42. PAYMENT

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall
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reimburse the Grantee for only the work and tasks specified in the Work Plan or the Grant Application at only those costs specified in the Budget and incurred in the term of the Agreement.

- b. The Grantee shall carry out the work described on the Work Plan or in the Grant Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grant Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the Executive Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements.
- d. Ten percent (10%) will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the Grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's ten percent (10%) retention policy.
- e. Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the *California State Administrative Manual* (contact your Grant Manager for more information).
- f. Payment will be made only to the Grantee.
- g. Reimbursable expenses shall not be incurred unless and until the Grantee receives a Notice to Proceed as described in Exhibit B — Procedures and Requirements.

**43. PERSONAL
JURISDICTION**

The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal Grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

44. PERSONNEL COSTS

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

**45. REAL AND PERSONAL
PROPERTY ACQUIRED
WITH GRANT FUNDS**

- a. All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the Grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the Grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
 - b. Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment
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and supplies, shall vest upon acquisition in the Grantee. The Grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.

- c. The Grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- d. CalRecycle will not reimburse the Grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the Grantee to establish the pedigree of the equipment.

46. RECYCLED-CONTENT PAPER

All documents submitted by the Grantee must be printed double-sided on recycled-content paper containing one hundred percent (100%) post-consumer (PC) fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

47. REDUCTION OF WASTE

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

48. REDUCTION OF WASTE TIRES

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the Grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the Grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

49. REMEDIES

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

50. SEVERABILITY

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

51. SITE ACCESS	The Grantee shall allow the State to inspect sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.
52. STOP WORK NOTICE	Immediately upon receipt of a written notice from the Grant Manager to stop work, the Grantee shall cease all work under this Agreement.
53. TERMINATION FOR CAUSE	CalRecycle may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the Grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the Grantee of any funds retained pursuant to CalRecycle's ten percent (10%) retention policy.
54. TIME IS OF THE ESSENCE	Time is of the essence to this Agreement.
55. TOLLING OF STATUTE OF LIMITATIONS	The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the Grantee to the Executive Director and/or the Board.
56. UNION ORGANIZING	<p>By signing this Agreement, the Grantee hereby acknowledges the applicability of Government Code §§ 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:</p> <ul style="list-style-type: none"> a. No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement. b. If the Grantee makes expenditures to assist, promote, or deter union organizing, the Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.
57. VENUE/ CHOICE OF LAW	<ul style="list-style-type: none"> a. All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California. b. The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.
58. WAIVER OF CLAIMS AND RECOURSE AGAINST THE STATE	The Grantee agrees to waive all claims and recourse against the State, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.
59. WORK PRODUCTS	The Grantee must provide CalRecycle with copies of all final products identified in the Work Plan.

**60. WORKERS'
COMPENSATION/
LABOR CODE**

The Grantee is aware of Labor Code section 3700, which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement.
